

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

MARCHBANKS TRUCK SERVICE, INC., *et al.*, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

COMDATA NETWORK, INC., *et al.*,

Defendants.

Civil Action No. 07-1078-JKG

Consolidated Case

PLAINTIFFS' UNOPPOSED MOTION FOR CLASS CERTIFICATION IN LIGHT OF SETTLEMENT, APPOINTMENT OF CLASS COUNSEL, APPROVAL OF THE FORM AND MANNER OF NOTICE TO THE SETTLEMENT CLASS AND SETTING THE FINAL SETTLEMENT SCHEDULE AND DATE FOR A FAIRNESS HEARING

Plaintiffs Marchbanks Truck Service, Inc., d/b/a Bear Mountain Travel Stop; Gerald F. Krachey d/b/a Krachey's BP South; Walt Whitman Truck Stop, Inc.; and Mahwah Fuel Stop ("Plaintiffs" or "Class Representatives") hereby move for an Order pursuant to Fed. R. Civ. P. 23 that:

1. Certifies the Settlement Class¹ in light of settlement under Fed. R. Civ. P. 23(a) and (b)(3), as proposed in the Settlement Agreement annexed as Exhibit "A" to Plaintiffs' Memorandum of Law in Support of Unopposed Motion for Class Certification In Light of Settlement, Appointment of Class Counsel, Approval of the Form and Manner of Notice to the Settlement Class and Setting the Final Settlement Schedule and Date for a Fairness Hearing ("Plaintiffs' Memorandum");
2. Appoints current interim Co-Lead Counsel Berger & Montague, P.C.; Lieff Cabraser Heimann & Bernstein, LLP; and Quinn Emanuel Urquhart & Sullivan, LLP, as Counsel for the Class ("Plaintiffs' Class Counsel") pursuant to Federal Rule of Civil Procedure 23(g);

¹ Certain capitalized terms used in this brief are defined in Section I of the Settlement Agreement.

3. Appoints Plaintiffs Marchbanks Truck Service, Inc., d/b/a Bear Mountain Travel Stop; Gerald F. Krachey d/b/a Krachey's BP South; Walt Whitman Truck Stop, Inc.; and Mahwah Fuel Stop as representatives of the Settlement Class;
4. Preliminarily approves the Settlement Agreement between Plaintiffs and Defendants (a) Comdata Network, Inc. d/b/a Comdata Corporation n/k/a Comdata Inc. ("Comdata") (b) its parent Ceridian Corporation n/k/a Ceridian LLC ("Ceridian"); (c) Pilot Travel Centers LLC and Pilot Corporation (collectively "Pilot Defendants"); (d) TravelCenters of America LLC and its wholly owned subsidiaries TA Operating LLC f/k/a TA Operating Corporation d/b/a TravelCenters of America, TravelCenters of America Holding Company LLC f/k/a TravelCenters of America, Inc., and Petro Stopping Centers, L.P. (collectively, "TA Defendants"); and (e) Love's Travel Stops & Country Stores, Inc. ("Love's");²
5. Appoints Rust Consulting, Inc. ("Rust"), a highly experienced settlement administrator and has been appointed as settlement administrator in many antitrust class actions (*see* Declaration of Robin Niemiec; Settlement Agreement, Ex. J), as settlement administrator and the economic consulting firm, Econ One, Inc., which has substantial knowledge of the facts of this case as well as significant expertise in economic analysis and claims distribution—to assist Rust in the settlement administration process;
6. Appoints Huntington National Bank ("HNB"), which holds over \$57 billion in assets and includes 700 offices nationwide and has handled more than 1000 settlements for law firms, claims administrators, and regulatory agencies, as Escrow Agent for the Settlement Funds; and
7. Approves the proposed form and manner of notice to the Settlement Class, Plan of Allocation and Distribution, and Claim Form.
8. Adopts the proposed settlement schedule set forth in the proposed preliminary approval order (*see* Settlement Agreement, Ex. F), including scheduling a fairness hearing during which the Court will consider:
 - Plaintiffs' request for final approval of the settlement and entry of a proposed Final Approval Order and Final Judgment (Settlement Agreement, Ex. B and C);
 - Plaintiffs' Class Counsel's application for an award of attorneys' fees and reimbursement of expenses, payment of administrative costs, and service awards to named Plaintiffs; and

² The Pilot Defendants, TA Defendants and Love's are collectively referred to as the "Major Chains."

- Plaintiffs' request for dismissal of this action with prejudice against the Defendants and Releasees as defined in the Settlement Agreement.

In support of their Motion, Plaintiffs submit, as more fully described in their accompanying Memorandum of Law and exhibits thereto, that the Parties' settlement represents a beneficial result to the Settlement Class in that it provides a cash payment to the Settlement Class of \$130 million, in addition to meaningful prospective relief for the benefit of the Settlement Class from Comdata. This substantial benefit to the Settlement Class is in exchange for certain releases to Defendants and Releasees, and an agreement to dismiss this action with prejudice against Defendants, as set forth in detail in the Settlement Agreement. By this motion, Plaintiffs seek preliminarily approval of the documents necessary to effectuate the settlement, including:

1. the proposed forms of notice to the Settlement Class (both a Long Form Notice to be mailed and a Publication Notice to be included in one or more industry publications), which inform Settlement Class members of the settlement and its basic terms, Plaintiffs' Class Counsel's intention to request attorneys' fee, reimbursement of costs and service awards for the names Plaintiffs from the Settlement Fund, procedures for opting-out of the Settlement Class, objecting to the settlement and submitting a valid and completed Claim Form (Settlement Agreement, Exhs. D and G);
2. the proposed format for the Claim Form to be mailed to each Settlement Class member (Settlement Agreement, Ex. A);
3. the proposed Plan of Administration and Distribution calling for the distribution of the proceeds of the settlement, inclusive of any interest and net of Court-approved attorneys' fees, representative Plaintiff service awards, and costs of litigation and administration, by allocating shares of the Net Settlement Fund to Claimants *pro rata* based on each Claimant's share of the overcharge damages incurred (Settlement Agreement, Ex. E); and
4. the proposed Escrow Agreement (Settlement Agreement, Ex. H)

WHEREFORE, based on the foregoing, and for the reasons set forth in the accompanying Memorandum of Law and exhibits, Plaintiffs' unopposed Motion should be granted.

Respectfully Submitted,

Dated: March 4, 2014

/s/ Eric L. Cramer

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Co-Lead Counsel for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that I am one of Plaintiffs' attorneys and that on this date I caused copies of the papers annexed hereto, supporting Memorandum of Law and all exhibits to be served on all counsel of record in this proceeding via CM/ECF filing.

/s/ Eric L. Cramer

Dated: March 4, 2014